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This document was prepared by Loan Administration, Community Bank, North Mississippi, 475 E. Commerce St., Hernando, Mississippi 38632, (662) 429-8882

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INDEXING INSTRUCTIONS. Section 18, Township 3 South, Range 7 West, 1.52 Acres, Hernando, DeSoto County, Mississippi.

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 15, 2010. The parties, their addresses and phone numbers are:

GRANTOR:

RAFAEL ANGEL
213 Bruce St
Batesville, MS 38606

TERESA D ANGEL
1613 S Central Ave
New Albany, MS 38652-3507

TRUSTEE:

THOMAS J. KING
P.O. Box 270
Amory, MS 38821

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI
Organized and existing under the laws of Mississippi
P. O. Box 270
Amory, MS 38821
Telephone: 662-256-8461

1. BACKGROUND. Grantor and Lender entered into a security instrument dated December 7, 2005 and recorded on March 31, 2006 (Security Instrument). The Security Instrument was recorded in the records of Desoto County, Mississippi at Book 2,440, Page 316 and covered the following described Property:

Description of a 1.52 acre lot as part of Lot 6 of the I-55 East Subdivision Section "B", located in part of the southeast quarter of Section 18, Township 3 South, Range 7 West, City of Hernando in DeSoto County, Mississippi.

Beginning at a point in the centerline of McIngvale Road, said point being 1116.6 feet south of the northeast corner of the southeast quarter of Section 18, Township 3 South, Range 7 West, thence west 40 feet to the southeast corner of Lot 6 of the I-55 East Subdivision and the point of beginning of the following lot: thence south 87 degrees, 06 minutes west, 259.0 feet along the south line of said lot to a point; thence north 3 degrees, 14 minutes west, 255.4 feet to a point; thence north 87 degrees, 06 minutes east, 259.0 feet to a point in the west right of way of McIngvale Road, thence south 3 degrees, 14 minutes east, 255.4 feet along said right of way to the point of beginning and containing 1.52 acres, more or less.

The property is located in Desoto County at Lot 6, I-55 East Subdivision, Hernando, Mississippi 38632.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6561898, dated October 22, 2009, from Grantor to Lender, with a loan amount of \$713,992.22 and maturing on September 15, 2013.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.


4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:



Individually

 *Teresa angel by [Signature] Poa*

Individually

LENDER:

Community Bank, North Mississippi

By 
FORD MOORE

ACKNOWLEDGMENT.

(Individual)

State Mississippi OF Desoto County OF Desoto ss.Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of September, 2010, within my jurisdiction, the within named Rafael Angel, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:

[Signature]
(Notary Public)

(Individual)

State Mississippi OF Desoto County OF Desoto ss.Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of September, 2010, within my jurisdiction, the within named Teresa D Angel, who acknowledged that he/she executed the above and foregoing instrument.

My commission expires:

[Signature]
(Notary Public)

(Lender Acknowledgment)

State Mississippi OF DeSoto County OF DeSoto ss.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of September, 2010, within my jurisdiction, the within named FORD MOORE, who acknowledged that he/she/they is/are Senior Vice President of Community Bank, North Mississippi, a corporation, and that for and on behalf of the said corporation, and as its act and deed he/she/they executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires:

[Signature]
(Notary Public)

